

RECORDATION NO. 28010-B  
FILED

SEP 18 '09 -4 15 PM

SURFACE TRANSPORTATION BOARD

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September 18, 2009

Anne K. Quinlan, Esq.  
Acting Secretary  
Surface Transportation Board  
395 "E" Street, S W.  
Washington, D.C. 20423-0001

Dear Ms. Quinlan:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Partial Termination and Release of Security Interest, dated as of September 19, 2009, a secondary document as defined in the Board's Rules for the Recordation of Documents

The enclosed document relates to the Security Agreement, Memoranda of which were previously filed with the Board under Recordation Number 28010 and 28010-A.

The name and address of the party to the enclosed document are:

Secured Party: Barclays Bank PLC, as Collateral Agent  
745 Seventh Avenue  
New York, New York 10019

[Grantors: The CIT Group/Equipment Financing, Inc.  
The CIT Group/Corporate Aviation, Inc.  
c/o CIT Group Inc.  
1 CIT Drive  
Livingston, New Jersey 07039]

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A description of the railroad equipment covered by the enclosed document is:

2 railcars: ATW 53017 and ATW 53079.

A short summary of the document to appear in the index is:

Partial Termination and Release of Security Interest

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Edward M. Luria", written in a cursive style.

Edward M. Luria

EML/bhs  
Enclosures

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PARTIAL TERMINATION AND RELEASE OF SECURITY INTEREST IN SURFACE TRANSPORTATION BOARD

The undersigned, BARCLAYS BANK PLC, as Administrative Agent and the Collateral Agent (as defined in the Security Agreement described below) for the Secured Parties (in such capacity, the "Collateral Agent"), does hereby terminate, release and discharge the security interest held by it on that certain railroad equipment identified on Exhibit A attached hereto (the "Released Equipment"), without recourse, representation or warranty.

Such security interest was granted pursuant to that certain Amended and Restated Collateral Agreement, dated as of July 29, 2009 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which, among other things, The CIT Group/Equipment Financing, Inc., The CIT Group/Corporate Aviation, Inc and C.I.T. Leasing Corporation (collectively, the "Grantors"), granted to the Collateral Agent (including any successor administrative agent), for the benefit of the Secured Parties, a lien on, and security interest in, all of its right, title and interest in, to and under, *inter alia*, certain of each such Grantor's railcars and other rolling stock, whether now owned or hereafter acquired, Memoranda of which were recorded with the Surface Transportation Board under Recordation Nos. 28010 and 28010-A

This Instrument shall be governed by, and construed in accordance with, the law of the State of New York

THIS INSTRUMENT is executed upon the express conditions that (a) nothing herein contained shall be construed to release from the lien of the aforesaid Security Agreement or to impair said lien upon any property subject thereto, except the Released Equipment and (b) the foregoing release shall not apply to the proceeds of the disposition of the Released Equipment. Except as provided above, the Collateral Documents as defined in the Credit Agreement remain in full force and effect. Nothing contained in this instrument will be construed as a release, waiver or amendment of any provision of any Collateral Document as defined in the Credit Agreement other than as expressly provided above

*[Signature pages follow]*

BARCLAYS BANK PLC,  
as Collateral Agent

By. Ann E. Sutton

Name: Ann E. Sutton  
Vice President

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

On this 17<sup>TH</sup> day of SEPTEMBER 2009, before me, the undersigned Notary Public, personally appeared ANN E. SUTTON, personally known to me to be the person who executed the within instrument as the VICE PRESIDENT of BARCLAYS BANK PLC, and acknowledged to me that the corporation executed it.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Toni Braga  
NOTARY PUBLIC

My Commission Expires:

TONI BRAGA  
Notary Public State of New York  
Qualified in Queens County  
01BR6116475  
Comm. Exp- 10/24/2012

Exhibit A

ATW 53017

ATW 53079